

**EXHIBIT B
OPERATING PLAN**

1) INTRODUCTION	1
2) DEFINITIONS	1
3) MANAGEMENT RESPONSIBILITIES	1
A) Concessioner	1
B) Service	2
4) GENERAL OPERATING STANDARDS AND REQUIREMENTS	2
A) Schedule of Operations	2
B) Rate Determination and Approval Process	3
C) Purchasing	4
D) Evaluations	4
E) General Policies.....	5
F) Human Resource Management	7
G) Interpretive Services	10
5) ENVIRONMENTAL MANAGEMENT.....	10
A) Environmental Evaluations	10
6) RISK MANAGEMENT PROGRAM	10
A) Risk Management Plan.....	10
B) Emergency Response	11
7) UTILITY RESPONSIBILITIES	11
A) Concessioner	11
B) Service	11
8) PROTECTION AND EMERGENCY SERVICES.....	11
A) Law Enforcement.....	11
B) Structural Fire Protection	12
C) Emergency Medical Care.....	12
9) PUBLIC RELATIONS.....	12
A) Required Notices.....	12
B) Public Statements	13
C) Advertisements and Promotional Material	13
10) VOLUNTEERS IN THE PARK (VIP) PROGRAM	14
11) SPECIFIC OPERATING STANDARDS AND GUIDELINES	14
A) General.....	14
B) Lodging	14
C) Food and Beverage Service.....	15
D) Retail	19
E) Hiker Shuttle Service (Authorized)	20
F) Meetings, Catering and Special Events (Authorized)	20
G) Vending (Authorized).....	20
12) REPORTING REQUIREMENTS	21
A) Concessioner Operational Reports.....	21
B) Operational Reports by Use	21
C) Concessioner Financial Reports	22
D) Summary of Initial and Recurring Due Dates.....	22

1) INTRODUCTION

This Operating Plan between [Concessioner Name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Blue Ridge Parkway (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

The Superintendent, in consultation with the Concessioner, will review the Operating Plan annually and revise it as determined necessary by the Superintendent of the Area.

Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

2) DEFINITIONS

In addition to all defined terms contained in the Contract, its Exhibits, and 36 C.F.R. Part 51, the following definitions apply to this Operating Plan.

- A) Environmentally Preferable.** Products or services that have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, productions, manufacturing, packaging, distributions, reuse, operations, maintenance, or disposal of a product or service. Product considerations include, but are not limited to, the environmental impacts of the product's manufacture, product toxicity, and product recycled content including post-consumer material, amount of product packaging, energy or water conserving features of the product, product recyclability and biodegradability. These include those products for which standards have been established for federal agency facilities and operations.
- B) Environmental Purchasing.** Purchasing of environmentally preferable products.
- C) Post-consumer Material.** Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.
- D) Recycling.** The act of producing new products or materials from previously used and collected materials.
- E) Service Policy.** The directives, policies, instructions, and guidance regarding the National Park System and the Service that are in writing and approved by the Secretary of the Interior or a Department of the Interior or National Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract. Service Policy includes, for example, NPS-48. Service Policy is available upon request from the Service.
- F) Waste Prevention.** Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.
- G) Waste Reduction.** Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

3) MANAGEMENT RESPONSIBILITIES

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must:

- (1) Designate an on-site general manager who:
 - (a) Has the authority and the managerial experience for operating the Concession Facilities and services required under the Contract;
 - (b) Must employ a staff with the expertise and training to operate all services authorized under the Contract;
 - (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and,
 - (d) Has the responsibility for implementing the policies and directives of the Service.

- (2) In the absence of the General Manager, the Concessioner must designate a qualified acting General Manager.
- (3) Contact information: The Concessioner must provide a current, accurate contact information list to the Service with all appropriate points of contact on or before the effective date of the Contract, and must update the list as changes occur.

B) Service

The Superintendent manages Blue Ridge Parkway with responsibility for all operations, including concession operations. The Superintendent carries out Service Policy, including Concession Contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:

- (1) *Contact information: The Service provides a current list to the Concessioner with all appropriate points of contact.*
- (2) *Evaluation of Concessioner services and facilities*
- (3) *Review and approval of rates charged for all commercial services*

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operations

- (1) *Minimum operating season and hours for Required Services are as follows:*

Minimum Operating Season	Service/Facility	Minimum Operating Hours
May 1 through October 31	Lodging	Staffed Front Desk: 24 hours/7 days per week
	Restaurant	Breakfast: 7:30 a.m.-10:30 a.m.
		Lunch: 11:30 a.m. - 3:30 p.m.
		Dinner: 4:30 p.m.- 8:30 p.m.
	Gift Shop	9:00 a.m. – 5:00 p.m.
	Country Store	9:00 a.m. - 5:00 p.m.

- (2) *Normal Operations.*
 - (a) The Concessioner must submit proposed opening and closing dates, and hours of operation for all locations to the Service no later than **October 1** for the next season, which must include at a minimum the opening/closing dates and hours as listed above.
 - (b) The Concessioner must prominently post the hours of operation. The Concessioner must follow the minimum hours of operation unless the Concessioner requests changes and the Service approves the changes in writing in advance of any proposed change. The Service may require occasional closures, delayed opening, or early closings due to weather, natural disasters, projects to repair infrastructure, and similar occurrences. Other than in emergency circumstances, the Service will provide reasonable notice to the Concessioner of any non-emergency required closures.
 - (c) In the event of a weather emergency that requires a sudden unscheduled closure, the Concessioner will obtain the approval through the Service by contacting the Service's Communication Center (1-800-PARKWATCH (1-800-727-5928)). The Concessioner also must notify the Concessions Management Division of unscheduled closures for any non-weather events as soon as is possible.
- (3) *Emergency Operations.* For "after hours" emergencies, the Concessioner must prominently display the phone number and location of the nearest telephone as well as other relevant instructions at all facilities and in all rooms.
- (4) *Pre and Post Season Meetings.* The Concessioner must meet with the Service annually, no later than April 25 to review the Operating and Maintenance Plans and to discuss planned operations for the season. The Service will present Service projects potentially affecting the concession operations. The

Concessioner and Service staff will hold a post-season meeting no later than December 15 to review the season's operation.

B) Rate Determination and Approval Process

(1) Rate Determination.

The Service ensures that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. The reasonableness of rates is determined based upon current concession management guidelines. Rate approval methods are subject to change.

- (a) Lodging Rates. Rates will be determined based on Comparability. Lodging comparability will not be completed until rates are available for the current season from applicable comparables. However, tentative approval for proposed rates will be permitted with final approval pending completion of comparability. Rates may not be published in any form until final approval is received. The Concessioner can submit a request for approval of anticipated (i.e., advanced) rates that can be used until the comparables rates are in place for the season in accordance with Service advance rate policies. In accordance with Service policy, if the final approved rate is lower than the anticipated rate, the Concessioner must refund the difference to the visitor. If the final approved rate is higher than the anticipated rate, the Concessioner must honor the anticipated rate for the length of stay. The Service may revoke this policy in writing at any time.
- (b) Merchandise Rates. Rates will be determined using Manufacturer's Suggested Retail Price (MSRP) or, if this is not available, Competitive Market Declaration. Merchandise items must be clearly marked with a price.
- (c) Convenience and Grocery Rates. Rates will be determined using manufacturer's suggested retail price or, if this is not available, the approved markup method.
- (d) Food and Beverage Rates. Rates will be determined in accordance with the current Service Core Menu Guidelines. Before using the rates, the Concessioner must submit them for the Service's consideration and approval. After the Service approves the rates for the initial core menu, the Service will review those core menu items regularly using a comparability analysis. The Concessioner must submit its entire menu for approval prior to implementation. It is not necessary to notify the Service of minor menu changes, such as the addition of non-core items or various "specials."
- (e) Other Services Rates. Rates will be determined by the appropriate method.

(2) Rate Approval Process

- (a) Annual Rate Changes. All rates charged by the Concessioner under comparability as well as the core menu items must be submitted to the Service for approval prior to implementation. Requests for rate approvals must be submitted at **least 90 days in advance of their intended effective date**. The Concessioner must submit annual requests for rate changes no later than the following dates:

Food/Beverage:	January 1 st
Lodging:	October 1 st
All Other Products/Services:	October 1 st

The Service will approve, disapprove, or adjust rates, using its selected comparables, and will inform the Concessioner of the reason for any disapproval or adjustment within 60 days of the rate request submittal. If, under extenuating circumstances, the Concessioner requests a quicker response, the Service will attempt to accommodate this request; however, this is not normal procedure. The Concessioner must clearly explain these circumstances in writing. If a longer response time is needed, the Service will inform the Concessioner of the expected response date. All rate increase requests must be in writing and provide information to substantiate the requested rates in sufficient detail for the Service to be able to replicate results using methodology specified in Rate Administration Guide. If no rate increase is requested, the Concessioner will notify the Service of this in writing.

- (b) Rate Request Information. All rate requests must include pertinent information about the rate and product or service proposed. This includes but is not limited to: brand names, portions, length of service, amenities provided, etc. Rate requests require support by established criteria and comparability data. The current Service Rate Approval Guidelines outline the information the Concessioner must include in the request.

- (c) Approved Rate Posting. The Concessioner must make available to visitors all approved rates for goods and services. The Concessioner must prominently post all rates for goods and services provided to the visiting public, including room rates in each room.
- (d) Rate Compliance. Rate compliance will be checked during periodic operational evaluations and throughout the year. Approved rates must remain in effect until superseded by written changes approved by the Service.
- (3) *Reduced Rates for Government Employees*. Government employees in travel status on official business, as designated by the Service, will be offered Government lodging per diem rates for the area, subject to availability. Other goods and services will not be provided to government employees or their families without charge or at reduced rates unless equally available to the general public.
- (4) *Discounted Items*. If the Concessioner offers an item or service at less than optimum condition (because of unavailable amenities or condiments, or because of poor service or other conditions), the item or service will be discounted. This should not be construed to condone shortages or "running out" of items on a regular basis and should be used only in unavoidable situations.

C) Purchasing

- (1) *Competitive Purchasing*. Purchases may be made from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.
- (2) *Discounts*. To the extent applicable to the rate approval method in place, the Concessioner must take advantage of all available trade, cash, and quantity discounts and rebates and pass them through to the consumer.
- (3) *Environmental*. The Concessioner must purchase and use Environmentally Preferable products whenever available and feasible.

D) Evaluations

- (1) *General*
 - (a) The Concessioner must provide the services and facilities required by this Contract in conformance with evaluation standards established by the National Park Service Concessioner Review Program, National Park Service Concessions Management Guidelines and within acceptable hospitality industry practices. The Service and the Concessioner will inspect and monitor Concession Facilities and services.
 - (b) The Concessioner must work with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these evaluations.
 - (c) The Concessioner must correct deficiencies and prepare abatement plans within dates set by the Service.
- (2) *Annual Overall Rating*. The Service will determine and provide the Concessioner with an Annual Overall Rating by **April 1** for the preceding calendar year. The Annual Overall Rating will include a Contract Compliance Report and rating and an Operational Performance Report and rating.
 - (a) Contract Compliance Report. The Contract Compliance Report and rating will consider such items as, but not limited to, the timely and accurate submissions of: annual financial reports; proof of general liability, automobile, and workers compensation insurance; and timely payment of franchise fees.
 - (b) Operational Compliance Report. The Operational Compliance Report and rating will consider such things as the evaluation of the Concessioners Risk Management Program, Public Health Rating and Periodic Operational Evaluations.
 - Risk Management Program Evaluation
 - The Service will annually conduct an evaluation of the Concessioner's Risk Management Program. Safety will also be a component of Periodic Operational Evaluations.
 - The Concessioner must perform periodic interior and exterior safety inspections of all Concession Facilities in accordance with its documented Risk Management Plan.
 - Environmental Management Program Evaluation
 - The Service will annually conduct an evaluation of the Concessioner's Environmental Management Program. A review of the Concessioner's performance in addressing

environmental audit findings will be included in the evaluation. Environmental management practices will also be a component of Periodic Operational Evaluations.

- The Concessioner must perform environmental inspections of all Concession Facilities in accordance with its documented Environmental Management Plan.
- Public Health Inspections. A representative of the Service's Public Health Program will conduct periodic evaluations of the Concessioner's food and beverage operations. A written record of this evaluation and rating will be provided to the Concessioner.
- Periodic Operational Evaluations. The Service will conduct both announced and unannounced periodic operational evaluations of Concession Facilities and services to ensure conformance with applicable operational and maintenance standards. The Concessioner will be contacted at the time of facility evaluations so that a representative of the Concessioner may accompany the evaluator.

E) General Policies

(1) Facilities Use

- (a) Authorized Use. The Concessioner must use the assigned Concession Facilities for activities or services that directly and exclusively support contractual services required and authorized by the Contract.
- (b) Quiet Hours. Quiet hours must be enforced between the hours of 9:00 p.m. and 8:00 a.m. within all Concession Facilities.
- (c) Smoking Policy. All buildings within the Concession Facilities are designated as non-smoking. A copy of Director's Order 50D regarding the Service's policy on smoking can be found at <http://www.nps.gov/policy/DOrders/DOrder50D.pdf>.

(2) Reservations. The Concessioner must utilize a central computerized reservation system for all lodging services offered under the Contract on a 12 month forward rolling basis.

- (a) Staff. The Concessioner must staff the Reservations Office adequately to meet demand during both peak and off-peak periods.
- (b) Front Desk. Visitors must be able to make reservations for future visits at the front desk or the registration office.
- (c) Reservations Services. Reservations services must be available, at a minimum, via toll-free telephone, fax, internet and mail at all times.
- (d) Deposits/Refunds. The deposit requirement and cancellation/refund policy is part of the rate approval process and must be based on comparables. The policy must be included in all accommodation brochures and reservation confirmations.
- (e) Confirmed Rates. Rates confirmed by the Concessioner, as identified in the reservation confirmation, must be honored during the entire stay.
- (f) Credit Cards. The Concessioner must honor MasterCard, and Visa and either Discover or American Express. The Concessioner must accept debit cards.

(3) Public Restrooms. The Concessioner must keep all public restrooms clean, well-stocked and available to the public during staffed operating hours.

(4) Lost and Found. The Concessioner must establish and provide an effective program for handling lost and found or unattended property in the Concession Facilities. This program must integrate with the Area's existing 'lost and found' system and must conform to Service guidelines found in D.O. 44 Sec 10.34, or 36 C.F.R. 2.22. The Service will provide the most recent version and any updates. The Concessioner must maintain a centralized location to store all lost and found items. The Concessioner must provide the Service a written description of the rules for and method of implementing the initial 'lost and found' program within 30 days of the effective date of the Contract. The Concessioner must provide written changes to the program to the Service in advance of implementation.

(5) Telephone Services.

- (a) The Concessioner must provide at least one working emergency phone accessible to the public. Emergency public phones must be visible and easily accessible to visitors, preferably located at or near the front desk.
- (b) The Concessioner is required to check public phones regularly to ensure that they are in working order. Out of order phones must have a sign directing visitors to the nearest working unit.

- (c) Telephone Charges. The Concessioner must provide public access to long distance services. The rate charged to guests for long distance calls must be comparable to that charged by similar lodging properties in the market area. The Concessioner must submit these rates for approval in conjunction with the approval for lodging rates.
- (6) ATMs. The Concessioner may provide ATMs. The locations of the machines and service rates will be in a convenient and secure location as approved by the Service.
- (7) Vehicles
 - (a) Licensing, Insurance, Maintenance, and Registration
 - The Concessioner must keep all of its vehicular equipment used to perform services under the Contract properly registered, licensed, insured, and maintained in accordance with all Applicable Laws.
 - The only maintenance activity allowed within the Area is topping off fluids in the maintenance area. All other maintenance activities, including but not limited to washing, fluid changes and painting must take place outside the Area.
 - (b) Identification. Concessioner must identify all Concessioner owned vehicles with the Concessioner name and logo.
 - (c) Parking. The Concessioner must ensure that its employees park their personal vehicles in the areas designated for such purposes. All Concessioner-owned vehicles must be parked in the areas designated for such purposes.
 - (d) Abandoned Vehicles. The Concessioner must notify the Service of abandoned vehicles within the Concession Facilities and Assigned Land, which may include employee vehicles. Employee vehicles must be towed at the expense of the owner, or if the owner cannot be located, at the expense of the Concessioner. The Concessioner must take necessary steps to remove abandoned property in a timely manner and properly dispose of all abandoned property. Unserviceable, unlicensed and non-operating vehicles must not be stored or kept within the Area.
- (8) Interactions with Wildlife
 - (a) The feeding of wildlife within the Area is prohibited. The Concessioner must not encourage the feeding of wildlife within the Concession Facilities by displaying food, such as popcorn and bread, or maintaining hummingbird, seed, suet, or any other type of bird feeders, in such a manner that may imply approval of the feeding of wildlife. The Concessioner, or its guests, may not leave food unattended outdoors.
 - (b) The Concessioner must display proper signage informing visitors not to leave unattended food on any outdoor picnic table within the Concession Facilities and Assigned Land.
 - (c) The Concessioner may not sell merchandise such as bird or other small animal feeders, or plant material or plant seed of any kind within the Area.
 - (d) To prevent pest attraction and breeding, the Concessioner must adequately bag, tie and store all solid waste from its operations in sealed containers. Outdoor receptacles must be waterproof, vermin-proof, bear-proof and covered with working lids. Indoor receptacles should be similarly constructed based on use (i.e., food waste versus office trash). Recycling containers must be waterproof, vermin-proof and covered with working lids as necessary to maintain the quality of the recyclables for market and to prevent vermin from being attracted to the recycling containers.
 - (e) Outdoor cooking equipment (such as grills or smokers) must be stored indoors when not in use.
 - (f) The Concessioner and its employees must notify the Service immediately regarding issues with wildlife occurring within the land assigned to the Concessioner, especially bears including:
 - Wildlife approaching humans, or showing interest in people, trash or human food
 - Wildlife obtaining human food or trash
 - Wildlife entering or attempting to enter buildings or cars
 - People feeding or harassing wildlife
 - Wildlife acting sick, strange, aggressive toward humans, or any other behavior the Concessioner deems to be abnormal.
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- (9) *Signs and Labels*
- (a) All signs must be professionally made (and not hand-printed) and securely attached.
 - (b) The Concessioner must clearly label all merchandise with the selling price and country of origin. Identical items may be marked by display area, rather than on each item.
 - (c) The Concessioner must ensure that pricing labels do not conceal the country of origin if foreign made. The Concessioner must give emphasis to appropriately presenting products that are labeled "Made in America."
- (10) *Visitor Comments*. The Concessioner must make Service-approved comment cards available to visitors in order to measure service and quality standards, product mix, pricing, and overall Area experience. The Concessioner must provide the Service with copies of all guest written comments on a monthly basis. The Concessioner must keep an adequate inventory of comment cards available at appropriate locations within the Concession Facilities. The Concessioner must also make available comment cards at the lodging registration area.
- (a) The Concessioner must investigate and respond to all visitor complaints regarding its services **within 10 business days of receipt**. The Concessioner must provide the Service a copy of the initial comment, Concessioner's response, and any other supporting documentation.
 - (b) The Concessioner promptly must provide the Service all visitor comments that allege misconduct by Concessioner or Service employees, or that pertain to the safety of visitors or employees or concern the safety of Area resources.
 - (c) The Service will forward to the Concessioner all comments and complaints received regarding Concession Facilities or services. The Concessioner must investigate and make an initial response to any complaints **within 10 business days of receipt**. The Concessioner must provide a copy of any responses to the Service. The Service will forward to the Concessioner copies of its responses.
 - (d) Monthly, the Concessioner must provide all customer satisfaction data collected including both written comments and tabulation of rating questionnaires. The monthly reports must include both the statistical data highlighting customer service trends, data analysis, and an action plan to correct any service related issues identified in the data. Data includes information gathered by the Concessioner or any third parties on behalf of the Concessioner. The monthly customer satisfaction data is due to the Service **within 15 days after the end of each month**. Upon request, the Concessioner must provide the Service supplemental information that supports the summary provided.

F) Human Resource Management

- (1) *Employee Identification and Appearance*. The Concessioner must ensure that all employees in direct contact with the public wear uniforms or standardized clothing with a personal nametag. Employees must be neat and clean in appearance and must project a hospitable, positive, friendly, and helpful attitude. Attire must be freshly laundered and in good condition (not torn, stained or excessively faded). The Service will approve initial uniform standards and any proposed uniform changes in advance of their use in the concession operation.
- (2) *Firearms*: Concessioner employees may not possess firearms while on duty. The Superintendent, in his or her sole discretion, may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's general manager with a thorough explanation of the basis of the request. The Superintendent will provide a written response to the Concessioner. Federal law prohibits firearms in federal facilities, such as Service visitor centers; these facilities are posted with appropriate notices at public entrances. In addition, firearms are not allowed in concession managed facilities that are posted with firearms prohibited signs.
- (3) *Employee Hiring Procedures*
- (a) Staffing Requirements. The Concessioner must hire a sufficient number of employees to ensure satisfactory visitor services throughout the operating season. The Concessioner must attempt to offer its employees a full work week whenever possible. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods.
 - (b) Drug-free Awareness and Testing Program. The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse and conduct educational program(s) for its employees to deter drug and alcohol abuse. The Concessioner must require any employee who is in

- a safety-sensitive position such as an equipment operator or security-sensitive position such as one with access to room keys, to participate as appropriate in pre-employment and random drug testing. The Concessioner must make results of drug testing available to the Service upon request.
- (c) Background Checks. The Concessioner must ensure that appropriate background checks are performed on all employee hires as appropriate for the position. These may include: wants/warrants check, local criminal history check, federal criminal records check, national multi-jurisdictional database and sexual offender search, social security number trace, and driving history check. The Concessioner must not hire an employee with any active wants or warrants (current fugitive from justice). The Concessioner must make available, upon request, the type and status of background investigations conducted on employees to the Chief Ranger's Office. Prospective employees must be made aware in advance of hire that this information may be made available to the Service.
- (d) Driver Requirements. Drivers of Concessioner-owned vehicles used in operations under the Contract must have a valid state operator's license for the size and class of vehicle driven.
- (e) Service Employees. The Concessioner must not employ in any status a Service employee, his/her spouse, or a minor child without the Superintendent's written approval. The Concessioner must not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Administrative Officer, Concession Specialist, or Safety Officer.
- (4) *Training*: The Concessioner must provide appropriate training as follows:
- (a) Manuals. The Concessioner must develop written training materials for its employees.
- (b) Safety. The Concessioner must train its employees annually according to the training requirements in its Risk Management Plan.
- (c) Job Training. The Concessioner must provide appropriate job training to each employee prior to duty assignments and working with the public. Training must include the following in addition to job-specific skills:
- Service Concessions Management. The Concessioner must orient its managers to Service evaluation and rate policies, as outlined in the Concessions Management Guidelines.
 - Customer Service. The Concessioner must provide customer service and hospitality training for employees who have direct visitor contact.
 - Resource and Informational Training. The Concessioner must provide training for all employees who provide interpretive and safety information. Training must incorporate information provided by the Service specifically for this purpose.
 - Sanitation Training. The Concessioner must provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to comply with Applicable Laws, including without limitation the current edition of the U. S. Public Health Service Food Code.
 - Environmental Training. The Concessioner must provide environmental training to all employees according to its Environmental Management Program.
- (5) *Orientation*. The Concessioner must provide mandatory orientation and training for its employees.
- (a) The Concessioner must inform employees of Service regulations and requirements that affect their employment and activities while working and residing within the Area.
- (b) The Concessioner must orient its employees to the resources of the Area, including potential safety hazards and their mitigation. This must include orienting employees to hazards they may encounter on their time off.
- (c) The Concessioner must emphasize to its employees that the feeding of wildlife is not permitted.
- (d) The Concessioner may request Service staff present certain topics of interest.
- (6) *Employee Handbook*. The Concessioner must develop and provide all employees with its employee handbook articulating the policies and regulations of the Concessioner and the Service. The Concessioner must provide a copy of the handbook to the Service within 60 days after the effective date of the Contract, and must forward an updated copy to the Service in the event the handbook is revised.
- (7) *Employee Responsibilities*. The Concessioner must require that its employees adhere to all Federal and State laws at all times.

(8) *Employee Housing.*

- (a) The contents of the employee housing lease agreement and the rules and regulations are subject to the approval of the Service.
- (b) During the operating season, the Concessioner must provide security personnel for the employee housing area to handle in-house employee issues and to check the Concession Facilities for security purposes. Concessioner-employed security personnel are empowered to enforce the Concessioner's employee policies and housing regulations.
- (c) The Concessioner must enforce quiet hours between the hours of 9:00 p.m. and 8:00 a.m. in all Concessioner employee housing areas. The Concessioner must maintain noise at levels that will not disturb visitor use at all times.
- (d) The Concessioner will not allow pets to reside in employee housing.
- (e) The Concessioner must provide free internet access in all employee housing areas or in a centralized location, if it is available at that location.
- (f) The Concessioner must provide recreational programs for its employees who stay in the employee housing.
- (g) Housing Policy. The Concessioner must submit its initial Housing Policy to the Service within 90 days after the effective date of the Contract. After this, the Concessioner must review and update its Housing Policy as needed or requested by the Service. The Concessioner must provide its approved Housing Policy in writing to each resident and require each resident return a signed receipt indicating his or her agreement to comply with the policy. The Concessioner's Housing Policy must address at least the following topics:
 - Employee housing supervisor and contact information
 - Housing occupancy limits
 - Quiet Hours
 - Housing rates for employees, deposit and refund policies, and room assignment policies
 - Storage of flammable liquids
 - Use and disposal of hazardous household materials
 - Phones and internet access
 - Recreational opportunities for staff living in the Area
 - Housing inspection procedures
 - Housing security program
 - Firearms policy
- (h) The Concessioner must establish and enforce acceptable standards of behavior, maintenance, and housekeeping commensurate with a quality living environment, the health, safety and wellbeing of residents, and the protection of employee housing.
- (i) The Concessioner must furnish employee rooms adequately to serve the number of occupants. In consultation with the Service, the Concessioner must establish housing occupancy limits that provide each resident with adequate square footage of living space. The Concessioner must not exceed occupancy levels.
- (j) The Concessioner must update and replace employee-housing furnishings per its personal property management plan. The Concessioner must replace mattresses on a schedule similar to guest lodging, at least once every seven years. New mattresses must be clearly marked with the month and year put into service.
- (k) The Concessioner must keep housing facilities clean and well maintained. If the Concessioner does not provide daily cleaning of privately assigned restrooms in shared housing, it must make available cleaning supplies and equipment. The Concessioner must store supplies in a central location, such as in a closet on each floor.
- (l) Housing Inspections. The Concessioner must institute a system of inspections (including initial occupancy inspections) that ensures residents maintain living quarters in good condition and in compliance with fire and safety requirements. The Concessioner must submit its schedule of housing inspections to the Service for review. Inspections must include such activities as replacement of furnace filters, and ensuring that quarters are reasonably clean, in good repair and free from infestation and health or environmental hazards.
- (m) The Concessioner's employee food service must provide a high quality, well balanced, varied food assortment for its employees, with offerings that accommodate a variety of diets, including

- vegetarian. The Concessioner must provide food service to accommodate employee work schedules. Menu cycles for employee dining entrees should repeat no more often than every week. The Concessioner must manage its housing rental account and meal charges on a cost- recovery basis and not as a profit center.
- (n) Through employee orientation, newsletters, and official advisories and notices provided by the Concessioner or the Service, the Concessioner must inform its employees residing in the Area of Service regulations and policies for residing within the Area.
 - (o) The Concessioner must maintain an updated list of residents with their assigned housing location, and provide it to the Service upon request.

G) Interpretive Services

(1) Personal Interpretive Services

- (a) Employee Knowledge. Employees must demonstrate their knowledge of the National Park Service, its mission and values and the cultural and natural resources in Blue Ridge Parkway in general and specifically of the Mount Pisgah area. Staff must utilize appropriate interpretive techniques in their interactions with visitors when performing such functions as giving directions, and answering basic Area questions.
- (b) Service Involvement. The Service staff may advise and assist the Concessioner in the development of interpretive materials.

(2) Non-Personal Interpretive Services

- (a) Locations. The Concessioner must integrate Area interpretive themes into the interior decor of lodging, merchandise and food service facilities. The Concessioner must make appropriate areas within the Concession Facilities, both interior and exterior locations, available to provide Area interpretive and safety messages in various mediums, including bulletin boards and kiosks.
- (b) Area Information. The Concessioner must make Area informational handouts, including information specific to Mount Pisgah available at various locations within the Concession Facilities. The Concessioner must provide a container or box to collect documents for re-use and/or recycling. The Concessioner must coordinate the types and numbers of materials needed annually with the Park's Interpretation and Education Division.

5) ENVIRONMENTAL MANAGEMENT

A) Environmental Evaluations

- (1) *Area Environmental Management Evaluations*. The Service will conduct environmental management evaluations as outlined above in Section 4 (D) (2) (b).
- (2) *Service Environmental Audits*. The Service may conduct environmental audits of Concession Facilities and operations based on the Service Environmental Audit Program and incorporate the data from the audits into the Environmental Management Evaluation. The Concessioner must close all audit findings within the timeframe specified in the Environmental Audit Report.

6) RISK MANAGEMENT PROGRAM

A) Risk Management Plan

The Concessioner must develop, maintain, and implement a Concessioner Risk Management Program that is in accordance with the Occupational Safety and Health Act (OSHA) and Director's Order #50B, Occupational Safety and Health Program and NPS-48. The Concessioner must submit its initial plan to the Service **within 120 days** of effective date of the Contract and annually thereafter by **December 31** of each year. The Concessioner must update its Concessioner Risk Management Program to comply with Applicable Laws.

The elements that must be addressed in the Concessioner Risk Management Program include:

- (1) Policy written and available to staff
- (2) OSHA Qualified safety and health official designated (onsite)
- (3) Annual Goals and Objectives have been established
- (4) Program administration requirements have been followed
- (5) Inspection schedule has been developed
- (6) Inspections conducted by person(s) trained and capable of recognizing/evaluating hazards
- (7) Inspection records kept for a minimum of three years

- (8) "Serious hazard" deficiencies abated or action plans developed within time limits
- (9) "Non-serious hazard" deficiencies" abated or action plans developed within time limits
- (10) Documented plan for reporting and investigating employee and visitor accidents/incidents
- (11) All reportable accidents are being reported to the Service
- (12) Communication of activity-related hazards occurs
- (13) Communication of resource-related hazards occurs
- (14) Training planned and accomplished for supervisors
- (15) Training planned and accomplished for safety and health official(s)
- (16) Training planned and accomplished for employees
- (17) Procedures are documented for all probable occurrences
- (18) Plans are coordinated with the Service
- (19) Plans are distributed to employees or posted conspicuously
- (20) Other unique risk management program requirements in contract are followed

B) Emergency Response

The Concessioner must provide plans and procedures, equipment and training to employees to effectively respond to releases of hazardous substances **for the purpose of stopping the release** in accordance with 29 CFR 1910.120(q)(6)(iii). These include an Emergency Action Plan, Emergency Response Plan and may include a Spill Prevention Control and Countermeasure Plan. The Concessioner must include these stand-alone plans as key parts of the Concessioner's Risk Management and Environmental Management Programs. The Concessioner must provide and maintain emergency response equipment as appropriate. The Concessioner must provide these plans to the Service, if requested.

7) UTILITY RESPONSIBILITIES

A) Concessioner

- (1) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals. The Concessioner must participate in energy audits and incentives if offered by its power provider.
- (2) The Concessioner must contract with independent suppliers to provide utility services not provided by the Service including electricity, phone, internet, propane, solid waste, and recyclables removal. The Concessioner must provide prompt payment for these services.
- (3) If applicable, the Concessioner may request, in writing, a Utility Add-on, in accordance with current Service Policy.
- (4) If applicable, the Concessioner must provide documentation of total Utility Add-on amount (additional revenue) collected and actual utility costs paid, to the Service by May 1 of each year.

B) Service

- (1) The Service will provide water and sewer services to the Concession Facilities.
- (2) The Service will bill the Concessioner in accordance with its Applicable Laws, including without limitation, Service Policy, which requires that utility rates charged to the Concessioner reflect actual costs incurred by the Service.
- (3) The Service will review operating costs for utility systems and services annually and will notify the Concessioner in writing **90 days** before new rates for the upcoming year become effective. Rates will be set in accordance with Service Policy.
- (4) The Service will determine the Utility Add-on, if applicable, and notify the concessioner. The Add-on will reflect the difference between the Service-provided utility rates and those of the Concessioner's rate comparables. The Service will review and approve the Concessioner's proposed Utility Add-on recovery methods. The Service will annually review the Concessioner's Utility Add-on Reports to compare the projected and actual utility costs and rate Add-on. Differences of more than five percent (5%) will result in adjustments for the following year.

8) PROTECTION AND EMERGENCY SERVICES

A) Law Enforcement

- (1) *Service*

- (a) The Service provides primary visitor protection in conjunction with cooperative arrangements between the Service and associated local city, county, and state law enforcement agencies.
- (2) *Concessioner Personnel.* Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors. They have no authority to take law enforcement action.
 - (a) The Concessioner may be required to provide security guards at Concession Facilities.
 - (b) The Concessioner must secure buildings, equipment and facilities, specifically including the Concession Facilities, under its control.
 - (c) The Concessioner must immediately report to the Service any observed violations of the law.

B) Structural Fire Protection

- (1) Fire prevention and protection must be primary considerations at all Concession Facilities. The Service does not provide structural fire response. Local communities generally provide structural fire response. The Concessioner must coordinate with local communities and ensure that an agreement is in place for structural fire response at Concession Facilities. The Concessioner must ensure that it meets all requirements to qualify for local community fire protection.
- (2) The Concessioner must integrate structural fire and life safety procedures in its Risk Management Program.
- (3) The Concessioner must ensure that all Concession Facilities meet Federal, State, and Local codes and that appropriate fire detection and suppression equipment is installed, operated, inspected, tested, and maintained in accordance with Applicable Laws, including, but without limitation, National Fire Protection Association standards and National Park Service Resource Manual 58 (RM-58) where feasible.
- (4) The Concessioner must comply with the Service Fire Suppression and Alarm System Control Program.

C) Emergency Medical Care

- (1) The Concessioner must immediately use "911" reporting procedures in the event of any emergency or serious injury sustained in the Concession Facilities. After using the "911" reporting procedures, the Concessioner must contact the Service to report the incident through the Service's Communication Center (1-800-PARKWATCH (1-800-727-5928)), Service Headquarters, or any other means necessary to make the Service aware of the incident.
- (2) The Concessioner must provide adequate training and certification to appropriate staff to respond to basic emergency medical needs including CPR and use of an AED. All reasonable efforts are to be made to see that an employee certified in basic first aid and CPR/AED is on site during all scheduled operation hours and events at each location. All Concessioner employees must be trained in proper emergency reporting procedures and must be instructed to provide essential information, e.g. a call back number at their location.
- (3) The Concessioner must provide at least one Automated External Defibrillator (AED) at each location.
- (4) First Aid Supplies. The Concessioner must maintain basic first aid supplies at all Concession Facilities. An employee certified in standard First Aid must be available during operating hours.

9) PUBLIC RELATIONS

A) Required Notices

The following notices must be prominently posted at all Concessioner cash registers and payment areas:

"This service is operated by (Concessioner's name), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service."

Please address comments to: Superintendent
Blue Ridge Parkway
199 Hemphill Knob Road
Asheville, NC 28803

"This is a facility operated in an area under the jurisdiction of the U.S. Department of the Interior. No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry, sex, age, disabling condition, or national origin is

permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both."

B) Public Statements

The Concessioner must refer all media inquiries concerning operations within the Area, questions about the Area, or concerning any incidents occurring within the Area to the Service. This includes all media interviews.

C) Advertisements and Promotional Material

(1) Promotional Material

- (a) Approval. The Concessioner must obtain Service approval of any promotional material prior to use or publication. This comprises all promotional material, including website information and social media. The Concessioner must contact the Service well in advance to establish specific time frames for each project review.
- (b) Changes. The Concessioner must submit all promotional media (including websites) changes and layout to the Service for review **at least 30 days prior to projected need** or printing dates. The Service will make every effort to respond to minor changes to brochure and other texts within 15 days. Longer periods may be required for major projects or where Service staff assistance is required to help develop the product. The Concessioner should contact the Service well in advance to establish specific time frames for each project.
- (c) Material. The Concessioner should publish all advertisements and promotional material using soy-based inks on minimum 30% post-consumer material paper and tree-free products and double-sided.
- (d) Websites. The Concessioner must provide information to the Service to enable the Service to provide links on the Service website to the Concessioner's website.
- (e) The Concessioner must distribute the Area newspaper and brochure to visitors.

(2) Statements

- (a) Advertisements must include a statement that the Concessioner is authorized by the Service and the Department of the Interior to serve the public within Blue Ridge Parkway.
- (b) Advertisements for employment must state that the company is an equal opportunity employer.

(3) Use of National Park Service Authorized Concessioner Mark (Mark)

- (a) The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner."
- (b) Authorized Users. The Concessioner is authorized to use the Mark at the start of the Contract in accordance with the approval procedures below. The Concessioner must have received a satisfactory or marginal rating in the previous Annual Overall Review to use the Mark following the first year of the Contract.
- (c) Authorized Uses of the Mark. The Concessioner may use the Mark in publications, written advertising, brochures, web-based information, interpretive materials, broadcasts (television, film or other audio/visual), associated with required or authorized services; facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed on visitor transportation systems, vessels and aircraft.
- (d) Prohibited Uses of the Mark. The Concessioner may not use the Mark on merchandise, souvenirs and clothing presented for sale to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment not specifically providing required or authorized visitor services.
- (e) Artwork, Layout and Use. The Concessioner must use official artwork provided by the Service. Layout and use must be in accordance with the Authorized Concessioner Mark Guidelines available on the NPS Commercial Services web site under the Concessioner Tools tab.
- (f) Approval Procedures. The Concessioner must submit a written request to the Service for approval to use the Mark. The submittal must include proposed applications and sample layouts. The Concessioner may not use the Mark until the Service has approved the request and the Concessioner's proposed layouts in writing.

10) VOLUNTEERS IN THE PARK (VIP) PROGRAM

The Concessioner is encouraged to permit its employees to participate in the Service's Volunteers in Parks (VIP) program. Additional information concerning the Service VIP program can be found at the Service website.

11) SPECIFIC OPERATING STANDARDS AND GUIDELINES**A) General**

The Concessioner must provide all services in a consistent, safe and healthy, environmentally-sensitive, and high quality manner and must operate in accordance with the classification and operating standards as defined by the Service. The operating standards provided by the Service Concession Guidelines, NPS-48 (as amended, supplemented, or revised throughout the term of the Contract) are considered service minimums until such time that the Service updates the operating standards. The Service is in the process of updating its operating standards for each classification based on industry guidelines and Service specific objectives and requirements. These standards will be generally consistent with AAA standards and will be applied as they are finalized. The Concessioner will be responsible for monitoring its operations to ensure that quality standards are met.

B) Lodging**(1) General**

- (a) Classification Standards. The Concession facilities at Pisgah Inn generally match the industry definition of midscale. Public areas must meet an industry midscale standard. Individual room classifications must meet the industry midscale standard.
- (b) Phone Service. The Concessioner must provide at least one working emergency phone accessible to the public 24 hours a day. Emergency public phones must be visible and easily accessible to visitors, and should be located at or near the front desk. The Concessioner must deliver emergency messages to guests in a prompt manner.
- (c) Transportation. The Concessioner may provide bus or van transportation for Concession overnight lodging guests from points outside of the Area.
- (d) Signage. The Concessioner must provide professional, clearly visible and easy to read signage for all lodging accommodations.
- (e) Front Desk Operations. A front desk "on call" operator must be available 24 hours a day. There must be a designated manager onsite at all times.
- (f) Registration Hours. Lodging accommodations must have regular posted hours and procedures for after-hours registration.

- (2) Lodging. The Concessioner must provide clean, well-maintained overnight accommodations. The Concessioner must coordinate improvements to rooms and furnishings with the Service. Such furnishings, bedspreads, pictures, draperies, etc., must express an Area theme with sensitivity to historic preservation and decor. The Concessioner must obtain prior written Service approval before implementation of improvements to the rooms and changes in the furnishings or the decor.

- (a) Housekeeping. At a minimum, the Concessioner must thoroughly clean each guest unit daily, using environmentally-sensitive cleaning products where practicable, with complete bed and bath linens changed between stays and daily maid service for multiple-night stays. The Concessioner must provide fresh linens and bathroom supplies upon request; however, the Concessioner must encourage linen reuse during a guest's stay. The Concessioner must inspect a representative sample of rooms in each room type each day to ensure cleanliness.

(3) Room Condition

- (a) Shower or tub curtains must be clean and free of rips and mildew. They should be of sufficient length and width to prevent water from flowing onto the floor. Bathrooms must be well illuminated, and shower curtains sufficiently opaque to allow for good transfer of light into the shower enclosure. Other types of enclosures (i.e. hinged and sliding doors) must meet the above criteria and must be easily moveable and intact. Sliding door tracks must be cleaned and in good repair.
- (b) Floors and floor coverings must be intact, clean, and free of litter. Vinyl floor coverings must be highly polished, free of cracks, chips, or other signs of wear. Masonry tile grouting must be in good repair and clean. Wood floors should be painted or well-sealed. Area rugs must be treated to

- prevent slipping. Walls, ceilings, and windows must be clean. Windows should open, close, and lock easily.
- (c) All surfaces, including tile and grout, must be free of mold and mildew.
- (4) *Amenities.* Required Amenities are outlined below.
- (a) Bedroom Linens. The Concessioner must provide a mattress pad, pillows, two sheets per bed, one blanket per bed, and one bedspread or comforter. All linen will be free of stains, rips, and excessive wear and tear and conform to Service standards found in NPS 48, Chapter 21. The Concessioner must provide an extra blanket in each room in either the closet or bureau.
- (b) Bathroom Amenities. The Concessioner must provide environmentally Preferable products and amenities, including but not limited to the following: biodegradable soap, shampoo, and conditioner in individual containers or bulk dispensers; toilet paper; a hair dryer; and wrapped sanitized glasses in each bathroom. The Concessioner must provide clean towels in good condition. There must be one large bath towel, one hand towel, and one face cloth per person.
- (c) Guestroom Amenities. The Concessioner must provide hangers, wastebasket, recycling container, guest information, alarm clock, complimentary in-room coffee/tea maker (with automatic shut-off), coffee and teas, cups and glasses, ice bucket, and tissue in each lodge guest room. Disposable cups and glasses must not be made of Styrofoam. The Concessioner must wash and sanitize the reusable mugs or glasses and ice buckets after each guest.
- (d) Information Packet. At a minimum, each guest room must include information outlining facilities and amenities available throughout the Area. The information packet must be approved by the Service in writing before placement in the room.
- (e) Locks. All guest room doors, including sliding glass doors, at lodging facilities must be equipped with a functioning primary and secondary lock. Guests must receive a key to the primary lock.
- Each door to a connecting room must be equipped with a functioning lock.
 - Windows must be equipped with a functioning lock.
- (f) Cribs. All cribs provided by the Concessioner must comply with US federal safety guidelines for Full-Size and Non-Full-Size Baby Cribs as outlined by the United States Consumer Product Safety Commission (16 CFR Parts 1219, 1220, and 1500 (Safety Standards for Full-Size Baby Cribs and Non-Full-Size Baby Cribs; Final Rule)).
- (g) Televisions. The Service will allow televisions in rooms.
- (h) Internet. The Concessioner must provide Internet service (e.g., wireless Internet), at a minimum to a suitable common space, and broader coverage to rooms if feasible. Internet service in rooms, if available, should be provided free for room guests. The Concessioner may charge others for internet access. The Concessioner must include Internet service rates with Rate Approval requests.
- (i) Amenities Available by Request. The Concessioner must make irons and ironing boards, rollaway beds and cribs available for guests either in every guest room or at the Check-in desk or an appropriate location for guest access. The Concessioner must notify visitors upon check-in if these items are not included in the guest rooms and available from the front desk. The Concessioner must provide these items at no charge unless otherwise approved in the rate approval process.
- (j) The Concessioner must make available, upon guest request at the front desk or to housekeeping, complimentary toiletries, including toothbrushes, toothpaste, combs and sewing kits. The Concessioner may offer additional small toiletry items for sale. The Concessioner must provide a list of both complimentary and for sale toiletry items to the Service with Rate Approval requests.

C) Food and Beverage Service

- (1) *General.* The restaurant must serve moderately-priced food, utilizing buffet-style or table side service in a family casual atmosphere.
- (2) *Management.* The Concessioner must ensure that a manager or other key personnel is/are visible in the food service areas during all operating hours.
- (3) *Menus.* The Concessioner must serve breakfast, lunch, and dinner. All menus must maintain a price range that accommodates the general range of Area visitors. **The Concessioner must follow the Service Core Menu Guidelines,** and will offer traditional local foods as well as healthy and sustainable food options. Menu selection must include a range that provides for a wide variety of visitors, including vegetarian, heart healthy, and light eater's entrées and children's menus.

- (4) *Product Availability.* The Concessioner must ensure the availability of all items listed on menus and menu boards during the entire serving period.
- (5) *Grab and Go.* The Concessioner may provide “grab and go” foods at the restaurant and retail stores. If offered, “Grab and go foods” should include healthy and sustainable food options in a range that provides for a wide variety of visitors, including vegetarian, heart healthy, and light eater’s entrées and children’s menus to meet customer demand.
- (6) *Product Specifications.* The Concessioner must use the following specifications as a minimum guide when purchasing food products:
- Meat
 - ◆ Beef USDA Prime and Choice
 - ◆ Pork USDA Number 1
 - ◆ Veal USDA Select and Choice
 - ◆ Lamb USDA Prime Choice
 - ◆ Poultry USDA Grade “A” for all graded fresh or frozen poultry
 - Seafood
 - ◆ Frozen fish, if used, must be a nationally distributed brand, packed under continuous inspection of the U.S. Department of Agriculture.
 - Dairy
 - ◆ Eggs Fresh USDA or State Graded “A”
 - ◆ Butter USDA Grade “A” (92) Score
 - ◆ Cheese USDA Grade “A” for all graded cheeses
 - ◆ Milk and Milk Products USDA Grade “A” Fresh
 - Produce USDA Grade “A”
 - Dry Stores Grade “A” Fancy
 - Canned Goods Grade “A” Fancy
- (7) *Food Safety.*
- (a) Food Safety Certification. The Concessioner must employ at least one full-time certified food safety manager at the food service location. The manager must be certified by a food protection manager certification program that has been evaluated and listed by an accrediting agency as conforming to national standards for organizations that certify individuals, in compliance with the U.S. Food and Drug Administration Food Code Chapter 2-102.11(B) (e.g. ServSafe). The Concessioner must incorporate food safety into the business plan of the operation or must otherwise provide an operating plan for managing food safety. All food service employees must have a current food safety certification as required by state, county, or local health department.
- (b) Public Health. All food storage, handling, preparation, and service must conform to the requirements contained in the most recent edition of the Food Code, as published by the U.S. Food and Drug Administration, including the Hazard Analysis Critical Control Point (HACCP) system.
- (8) *Alcohol Sales.*
- (a) Any sale by Concessioner of alcohol, spirituous, vinous, or fermented liquor containing more than 1 percent of alcohol by weight (collectively “alcohol”) *must conform to all state and county laws and regulations.*
- (b) The Concessioner must have at least one full-time manager who has attended an alcohol training program. The Concessioner must train its employees in the responsible practices of serving and selling alcohol beverages.
- (c) No promotional activities will feature alcohol beverages (i.e. happy hours, two-for-one sales, etc.).
- (9) *Reduction of Food Waste and Recycling of Beverage Containers.* The Concessioner must use and supply bulk condiments to minimize packaging where feasible. When selling prepackaged food and beverage items, the Concessioner must sell them in recyclable packaging and provide applicable recycling containers in each food service area. The Concessioner must use only biodegradable disposable table settings (e.g. cups, plates, and cutlery) for grab and go food items.

(10) *Healthy Food* - The Concessioner must apply the National Park Service Healthy Food Choice Standards:

I. <u>HEALTHY FOOD STANDARDS – FRONT COUNTRY OPERATIONS</u>	
A. Food Ingredients and Choices: Applicable to the portion of the menu as specified.	
1. Overall Menu: Applicable to the entire menu.	
<u>Vegetable and Fruit Option</u>	Offer all entrées or full meals with at least one serving of a fruit or vegetable. Where food is available only à la carte, offer fruits or vegetables as side dishes on the menu.
<u>Low-fat and Fat-free Dairy</u>	Where milk and milk products are offered, offer low-fat or fat-free milk and milk products.
<u>Beverages with No Added Sugar</u>	At least 30 percent of beverages offered must have no added sugar (e.g., high-fructose corn syrup, fructose, fruit juice concentrates, honey, sucrose, dextrose). Offerings should be grouped when determining the percentage (e.g. diet flavored teas, diet sodas, and non-diet sodas).
2. For Certain Menu Choices: Applicable to two core menu items: <i>one vegetarian</i> and <i>one non-vegetarian</i> . Applies to sit-down meals as well as grab-and-go and cafeteria offerings.	
<u>Light/Lite</u>	Entrée, including sides, is <u>light</u> ¹ and contains approximately 800 or fewer calories for adults and 600 or fewer calories for children when prepared according to the recipe.
<u>Fat</u>	Entrée is designated as <u>low fat</u> .
<u>Sodium</u>	Entrée is designated as <u>low sodium</u> .
<u>Whole Grain</u>	Where grains are offered in entrées, they are <u>whole grains</u> .
B. Food Preparation	
<u>Portion Sizes</u>	Offer half servings or reduced portion sizes when possible such as when items are prepared in bulk (e.g., pasta, soups) and are served to order.
<u>Frying Oil Used</u>	Offer the choice of steamed and grilled food rather than fried when food is made to order. Do not use artificial trans fats in frying or as ingredients in any foods on the menu.
C. Food Education	
<u>Signage and Labeling</u>	Identify “healthy choice” options that meet the NPS healthy food choice standards with a designated symbol and key on menus, signs, and other materials to educate visitors on these items. Use signs or other materials to educate visitors on the importance of healthy food.
<u>Placement</u>	For grab-and-go food establishments, ensure that healthier options are placed where they are noticeable and more likely to be purchased.
<u>Nutritional Data</u>	Provide specific nutritional information for core healthy food menu items upon request. At minimum, this information should include the labeling facts recommended by the USDA's Dietary Guidelines for Americans. (The percent

	daily values and vitamin labels are not necessary).
<u>Marketing</u>	Do not offer fried items as "specials" or "featured" items.
<ol style="list-style-type: none"> Underlined terms are defined in the NPS Healthy and Sustainable Food Choice Glossary (Attachment 1 to this Operating Plan). Concessioner menus and menu boards are subject to review and approval by the NPS per Service policy and per Contract terms. 	

(11) *Sustainable Food* - The Service encourages the Concessioner to apply the National Park Service Sustainable Food Guidelines where appropriate:

II. SUSTAINABLE FOOD GUIDELINES - FRONT COUNTRY OPERATIONS	
A. Food Ingredients and Choices.	
<u>Sustainable Fisheries</u>	Where seafood options are offered, provide only those that are "Best Choices" or "Good Alternatives" on the Monterey Bay Aquarium Seafood Watch list, certified sustainable by the Marine Stewardship Council, or identified by an equivalent, NPS-approved program.
<u>Fair Trade</u>	Offer <u>fair trade</u> -certified coffee.
<u>Sustainably Grown</u>	Offer <u>shade grown</u> coffee.
<u>Seasonal, or Locally or Regionally Produced</u>	Offer <u>seasonal</u> or <u>locally</u> or <u>regionally</u> produced products and ingredients.
<u>Organic</u>	Provide menu items that could be labeled as " <u>made with organic ingredients</u> ", " <u>organic</u> " or "100 percent <u>organic</u> ." Note: <u>Organic</u> foods by definition are not <u>genetically modified organisms</u> (GMOs).
<u>Hormones and Antibiotics</u>	Meat, seafood and eggs have <u>no added hormones and are antibiotic-free</u> .
B. Food Education	
<u>Signage and Labeling</u>	<p>Identify "sustainable choice" options with a designated symbol and key on menus, signs, and other materials to educate visitors on these items.² Such items meet one or more of the sustainable food choice attributes.</p> <p>Use signs or other materials to educate visitors on the importance of <u>sustainability</u> and the sustainable components of the food and beverage operation.</p>
<ol style="list-style-type: none"> Underlined terms are defined in the NPS Healthy and Sustainable Food Choice Glossary (Attachment 1 to this Operating Plan). Concessioner menus and menu boards are subject to review and approval by the NPS per Service policy and per Contract terms. 	

D) Retail**(1) General.**

- (a) Classification. The Service has classified the retail services for this contract as Souvenirs/Gifts and Recreation Specialty.
- (b) The Service has the right to review and approve, in advance of offering for sale, all merchandise sold in the Area. The Service may determine certain items are inappropriate and unacceptable for sale.
- (c) Items Sold at Gift Shop. The Concessioner must offer predominantly souvenirs, Native American and local handicrafts as available, curios, and sportswear. The Concessioner may offer a limited assortment of pre-packaged food and beverage items (including candy, chips, and beverages) and visitor convenience items (e.g. sunscreen, batteries). The Service prefers locally made and made-in-the USA merchandise. In addition, the gift shop must offer items that have a direct relationship to Blue Ridge Parkway, its history, and other related natural or cultural topics.
- (d) Items Sold at Country Store. The Concessioner must offer pre-packaged food and beverage items (including sandwiches, fruit, candy, chips, and beverages), visitor convenience and grocery items (e.g. sunscreen, batteries) and firewood and camping supplies (e.g., emergency first aid kits, matches, bug repellent). The Concessioner may also offer souvenirs, Native American and local handicrafts, curios, and sportswear. The Service prefers locally made and made-in-the USA merchandise. In addition, the store must offer items that have a direct relationship to Blue Ridge Parkway, its history, and other related natural or cultural topics.
- (e) The Concessioner must actively seek and prominently display in the Gift Shop handicraft items representing Area and regional themes, including crafts by local and Native American artists.
- (f) Environmentally Preferable Purchasing. The Concessioner must sell a variety of Environmentally Preferable products to Area visitors and incorporate Environmental Purchasing practices in all aspects of its operation. Merchandise strategies should integrate pollution prevention and waste reduction objectives and strategies.
- (g) Prohibited Items.

The Concessioner must not sell:

- Tobacco products or related items in vending machines.
- Artificial or live bait, fishing lures, and weights that contain lead.
- Styrofoam containers and or ice chests.
- Articles that are pornographic, obscene, inappropriate or items that reflect a lack of concern for the environment or a culture.
- Archaeological specimens or objects of American Indian origin over 100 years old regardless of their origin.
- Live plant materials.
- Fossils or other earth products (such as petrified wood) whose origin is from public lands.
- Articles that are mislabeled as to character or origin, or otherwise misrepresented.
- Merchandise that has exceeded the producer's specific "Do not sell after" date.
- Items that may, by their nature, encourage violation of Area regulations, i.e. collecting kits, peanuts, birdseed, wildflower or plant seeds, animal skins or parts of animals, etc.
- Toy firearms, slingshots, paintball guns, etc.

(2) Labeling and Certification

- (a) The Concessioner must mark all merchandise with a selling price, point of origin or other identification as available. The Concessioner may mark identical items by a single sign rather than individually. Acceptable labels include grease pens, stringed tags, bar codes, and other methods with the approval of the Service.
- (b) Handicraft Labeling. The Concessioner must specifically label handicraft as such.
- (c) Natural Product Labeling. The Concessioner must label merchandise made from natural products to indicate that the Concessioner obtained the product from legally authorized sources outside of the Area and not from rare, threatened, or endangered species.

- (d) Certification. The Concessioner must have an appropriate certificate documenting that handicraft or Native American handicraft items are made in accordance with the production standards required for that designation.
- (3) *Facility and Merchandise Appearance*
 - (a) The Concessioner must not impede the views from the exterior looking into facilities with signs in windows or other obstructions.
 - (b) The Concessioner must keep floor areas clean and free of clutter. A routine cleaning program should occur at a minimum of once per day.
 - (c) The Concessioner must maintain merchandise shelves and other glass areas (e.g., counters, store windows) free of dust, excessive scratches and fingerprints.
 - (d) The Concessioner must place products that might present safety or security concerns for children in areas that are not within easy reach and easily monitored or controlled by an employee. The Concessioner must space displays sufficiently to allow customers to pass between them. Displays should not be top-heavy.
 - (e) The Concessioner may only provide undamaged merchandise, rotated on a regular basis, and checked for cleanliness.
 - (f) The Concessioner must display prominently items of interpretive value and general value in natural and cultural education.
- (4) *Storage*. The Concessioner must securely store merchandise during off hours and keep storage areas neat and clean and, to the extent possible, out of view to visitors.
- (5) *Firewood*. The Concessioner must acquire fully cured firewood from outside the Area for sale in compliance with Service policy. The Concessioner must package the firewood in bundles of one cubic foot of dry burnable wood using heavy sisal twine, sheet rock tape, or any other Environmentally Preferable packaging item. The Concessioner must size the wood so it can be burned without further splitting

E) Hiker Shuttle Service (Authorized)

- (1) The Concessioner may offer Hiker Shuttle service from the Concession Facilities to Service approved destinations.
- (2) The Concessioner must comply with all Applicable Laws regarding the operation of all transportation equipment, including shuttle vehicles.
- (3) If the Concessioner chooses to offer a Hiker Shuttle, it must submit a plan including rates, routes, destinations and hours of operation for Service approval before operating.

F) Meetings, Catering and Special Events (Authorized)

- (1) *Group Bookings*. The Concessioner must submit for Service review and approval on an annual basis by October 1 its policy for group bookings, meetings, special events and catering for the following year, including: how group bookings and exclusion of the general public will be balanced, where group lodging and events will be accommodated, how group dining will be handled, package rate offerings, and treatment of group commissions.
- (2) *Meeting Space*. The Service authorizes the Concessioner to rent out the Rhododendron Room for meetings and events.
- (3) *Special Events*. During periods of low occupancy, the Concessioner may submit to the Service a schedule of proposed special events that support Area themes. In accordance with current Service Policy, the Service will review and issue a decision to approve or not approve proposed special events, *on a case by case basis, before the events are scheduled. Requests for special events must be submitted at least 30 days in advance of their intended effective date.* All special events occurring outdoors within the Assigned Land shown in Contract Exhibit D **must** comply with the Service Special Use Permit conditions for the Area, available online.
- (4) *Catering events*. Catering events require advance approval by the Service and are not permitted if they interfere with the general public's enjoyment of the Area. The Concessioner must not use the Concession Facilities to provide catering services outside of the Area.

G) Vending (Authorized)

- (1) *Vending Sources*. Vending machines must be conveniently located, and of a design and color which complements the aesthetics of the building and surroundings. The Concessioner must receive Service

approval for the type and location of all vending machines before placing them in the Concession Facilities.

- (2) *Standards.* The machines must be clean, properly stocked, and in good working condition.
 - (a) Signage on the machine either may relate to Area resource education themes or must be generic in nature.
 - (b) The Concessioner must post the beverage container deposit/recycling information on the machine.
 - (c) Brand information must only be visible when at the machine.
 - (d) The Concessioner must adequately illuminate the machine but must not contribute to light pollution at night. Machine should power down lights when not in use to conserve energy and assist in minimizing night sky pollution.
 - (e) Vending machines must be able to accept Presidential \$1 coins.
 - (f) The Concessioner must provide recycling and/or trash containers at these locations as approved by the Service
- (3) *Vending Rates.* The Concessioner must submit a proposal for vending machine rates to the Concessions office for approval within 90 days of the effective date of the Contract.

12) REPORTING REQUIREMENTS

A) Concessioner Operational Reports

The Concessioner must provide the Service with all supporting documentation for all operational reports upon request.

- (1) *Management Listing.* The local General Manager must provide the Service with a list identifying key Concession management and supervisory personnel by department with their job titles, and office and emergency phone numbers by **May 1** of each year and all significant revisions.
- (2) *Incident Reports.* For the incidents below, the Concessioner must immediately use "911" reporting procedures. After using the "911" reporting procedures, the Concessioner must contact the Service to report the incident through the Service's Communication Center (1-800-PARKWATCH (1-800-727-5928)), Service Headquarters, and/or any other means necessary to make the Service aware of the emergency.
 - (a) Any motor vehicle accident resulting in property damage, personal injury, or death as soon as practicable, but within 24 hours of the accident.
 - (b) Any other incident resulting in personal injury requiring more than minor first aid treatment or property damage exceeding \$500 as soon as possible.
 - (c) All suspected or known regulatory or criminal violations as soon as possible.
 - (d) Other incidents that may affect Area resources (e.g., fires, hazardous material spills, food storage) or violate state and federal law as soon as possible.
- (3) *Human Illness Reporting.* The Concessioner must immediately report any suspected outbreak of human illness, whether employees or guests, to the Service. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions.
- (4) *Spills.* The Concessioner must immediately report hazardous materials spills as required by EPA and the regulations of the appropriate state agencies (North Carolina DENR). In addition, the Concessioner must immediately report any spill in excess of 5 gallons to the Service by calling the Service's Communication Center (1-800-PARKWATCH (1-800-727-5928)).
- (5) *Survey and Visitor Response Data.* The Concessioner must submit to the Service for review and approval all proposed surveys to be conducted by the Concessioner. These surveys must be approved by the Service in writing before their use by the Concessioner. The Concessioner must provide all customer satisfaction data collected by a third party to the Service **within 14 days** of receipt.

B) Operational Reports by Use

The Concessioner must include all operational statistics for the Concession Facilities in a monthly Concessioner Operational Report **to the Service due by the 15th day of the following month** and provide an annual summary report to the Service due **March 1st each year**. The Concessioner must provide this data in a concise spreadsheet form.

- (1) *Lodging*

- (a) Rooms available per day, rooms occupied per day, per day out-of-order room count.
- (b) Average daily room rate, revenue per available room (RevPAR)
- (c) Total guest count per night.
- (d) Average length of stay.
- (e) Turn away demand for days during that month and reasons.
- (2) *Food and Beverage*
 - (a) Number of covers served by breakfast, lunch, brunch, dinner, and banquets with corresponding revenues and average check.
- (3) *Retail*
 - (a) Revenue at each retail outlet shown separately.
 - (b) Number of transactions at each retail outlet.
 - (c) Revenue by merchandise category (e.g. Native American handicraft, gifts and souvenirs, grocery, apparel).
 - (d) Average transaction for each operation.
- (4) *Employee Housing*
 - (a) Number of beds available and occupied.

C) Concessioner Financial Reports

In addition to the Annual Financial Report (AFR) required in the Contract, by the **15th of the month** as part of the monthly reporting, the Concessioner must report on the franchise fee deposit made from the preceding month. Reporting documentation must include a copy of the wire transfer identifying the account and the amount transferred.

D) Summary of Initial and Recurring Due Dates

The following summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that will be the responsibility of the Concessioner.

SUMMARY INITIAL AND RECURRING DUE DATES			
Title	Schedule	Due Date	Reference
Initial Requirements			
Environmental Management Program	Initial	Within 60 days of effective date of the Contract	Draft Contract, Sec. 6 (b),(1)
Balance Sheet	Initial	Within 90 days of effective date of the Contract	Draft Contract, Sec. 14 (c),(1)
Risk Management Plan	Initial/ Annually	Within 120 days of the effective date of the Contract; updates due by December 31 of each year	Operating Plan, Sec. 6 A)
Annual			
Annual Financial Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year	Draft Contract, Sec. 14 (b),(1)
Statement of Maintenance Reserve	Annually	Not later than 120 days after the end of the Concessioner's accounting year	Draft Contract, Sec. 14 (c),(2)
Schedule of Operations	Annually	No later than October 1	Operating Plan, Sec. 4 A),(2)
Pre-Season Meeting	Annually	No later than April 25	Operating Plan, Sec. 4 A),(4)
Post-Season Meeting	Annually	No later than December 15	Operating Plan, Sec. 4 A),(4)
Rate Approvals	Annually	No later than January 1 for food/beverage services; No later than October 1 for lodging and all other products/services	Operating Plan, Sec. 4 B), (2),(a)
Employee Handbook	Annually	Within 60 days after the effective date of the Contract, and when updates are made	Operating Plan, Sec. 4 F),(6)

SUMMARY INITIAL AND RECURRING DUE DATES			
Title	Schedule	Due Date	Reference
Annual Overall Rating	Annually	By April 1	Operating Plan, Sec. 4 D),(2)
Management Listing	Annually	By May 1 and when significant changes occur	Operating Plan, Sec. 12 A),(1)
Certificates of Insurance	Annually	At the time insurance is first purchased and annually thereafter	Draft Contract, Sec. 12 (b),(3)
Operational Reports	Annually/ Monthly	By March 1 of each year and by the 15 th day of the following month	Operating Plan, Sec. 12 B)
Inventory of Hazardous Substances	Annually	By January 15	Draft Contract, Sec. 6 (d),(1)
Inventory of Waste Streams	Annually	By January 15	Draft Contract, Sec. 6 (d),(1)
Monthly			
Franchise Fee	Monthly	By the 15 th day after the last day of each month of operation	Draft Contract, Sec. 11 (b)
Visitor Comments	Monthly	Within 15 days after the end of each month	Operating Plan, Sec. 4 E),(10),(d)
Other			
Promotional Material	As Necessary	At least 30 days prior to projected need	Operating Plan, Sec. 9 C),(1)(b)
Survey/Visitor Response Data	As Provided	Within 14 days of receipt	Operating Plan, Sec. 12 A),(5)

Note: Per the Contract, the Director from time to time may require the Concessioner to submit other reports and data regarding its performance under the Contract or otherwise, including, but not limited to, operational information.

Effective _____, **20**__

National Park Service Healthy and Sustainable Food Program Glossary

This glossary contains common definitions and sources of terms used in the *Healthy and Sustainable Food Choices Table*. These terms are used in the U.S. Department of Health and Human Services *Health and Sustainability Standards for Use in Federal Food Procurement for Concessions and Vending Operations*; the *Dietary Guidelines for Americans, 2010*; 21 CFR Part 101, *Food Labeling*; and several other sources such as state, local, and institutional standards were used where federal criteria were not available.

Fair Trade

Fairtrade International: Fair Trade—defines a trading partnership, based on dialogue, transparency and respect, that seeks greater equity in international trade. It contributes to sustainable development by offering better trading conditions to, and securing the rights of, marginalized producers and workers—especially in developing countries. (http://www.fairtrade.net/fileadmin/user_upload/content/2009/about_fairtrade/Fair_Trade_Glossary.pdf)

Genetically Modified Organisms

7 CFR 205: “excluded methods” - organisms whose growth and development has been influenced by means that are not possible under natural conditions or processes and are not considered compatible with organic production. Such methods include cell fusion, microencapsulation/ macro-encapsulation, and recombinant DNA technology (including gene deletion, gene doubling, introducing a foreign gene, and changing the positions of genes). Such methods do not include the use of traditional breeding, conjugation, fermentation, hybridization, in vitro fertilization, or tissue culture.

Note: Non-GMOs are not necessarily “organic.”

Light or Lite

21 CFR 101.56: “Light” or “lite” – term that may be used on the label or in the labeling of a meal product and a main dish product, provided that: the food meets the definition of “Low in calories”; or “Low in fat”; and a statement appears on the principal display panel that explains whether “light” is used to mean “low fat,” “low calories,” or both. (Refer to regulatory citation for more specific information on use of these terms.)

Low Fat

21 CFR 101.62: “Low fat,” “low in fat”, “contains a small amount of fat,” “low source of fat,” or “little fat” – means the food has a reference amount customarily consumed greater than 30 grams or greater than 2 tablespoons and contains 3 grams or less of fat per reference amount customarily consumed; or the product contains 3 g or less of total fat per 100 grams and not more than 30 percent of calories from fat for meal products and main dish products.

Low Sodium

21 CFR 101.61: “Low sodium,” or “low in sodium,” “little sodium,” “contains a small amount of sodium,” or “low source of sodium” – means the food has a reference amount customarily consumed greater than 30 grams or greater than 2 tablespoons and contains 140 milligrams or less of sodium per reference amount customarily consumed; or 140 milligrams or less of sodium per 100 grams for meal products and main dish products.

Made with Organic Ingredients

7 CFR 205: “Made with organic ingredients” – means that the product contains at least 70 percent organic ingredients.

No Antibiotics Added

FSIS (http://www.fsis.usda.gov/factsheets/meat_&poultry_labeling_terms/index.asp#15): “No antibiotics added” – term that may be used on labels for meat or poultry products if sufficient documentation is provided by the producer to the Agency demonstrating that the animals were raised without antibiotics.

No Hormones Added

FSIS (http://www.fsis.usda.gov/factsheets/meat_&poultry_labeling_terms/index.asp#15):

- Hormones are not allowed in raising hogs or poultry. Therefore, the claim “no hormones added” cannot be used on the labels of pork or poultry unless it is followed by a statement that says “Federal regulations prohibit the use of hormones.”

- "No hormones administered" – term that may be approved for use on the label of beef products if sufficient documentation is provided to the Agency by the producer showing no hormones have been used in raising the animals.

Organic

7 CFR 205: "Organic" – a labeling term that refers to an agricultural product produced in accordance with the The Organic Foods Production Act of 1990, as amended (7 U.S.C. 6501 et seq.) and associated regulations.

Note: Organic foods cannot be GMOs.

Seasonal

H.R.2419: 'Locally or regionally produced agricultural food product' – any agricultural food product that is raised, produced, and distributed in:

- (I) the locality or region in which the final product is marketed, so that the total distance that the product is transported is fewer than 400 miles from the origin of the product; or (II) the State in which the product is produced.

Shade-grown

Coffees grown under a canopy of trees in a manner that is supportive of environmental sustainability including providing migratory bird habitat. Shade-grown may be demonstrated through certification through non-profit organizations such as the Smithsonian Migratory Bird Center or the Rainforest Alliance.

Whole Grains

USDA, Dietary Guidelines for Americans 2010: Whole grains - grains and grain products made from the entire grain seed, usually called the kernel, which consists of the bran, germ, and endosperm. If the kernel has been cracked, crushed, or flaked, it must retain nearly the same relative proportions of bran, germ, and endosperm as the original grain in order to be called whole grain. Many whole grains are also a source of dietary fiber.